

AGREEMENT

**BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE REPUBLIC OF BULGARIA CONCERNING
COOPERATION IN THE AREA OF THE PREVENTION OF PROLIFERATION OF
WEAPONS OF MASS DESTRUCTION**

THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF BULGARIA, HEREINAFTER REFERRED TO AS THE U.S. PARTY AND THE BULGARIAN PARTY, RESPECTIVELY, AND COLLECTIVELY AS THE PARTIES,

WITH A VIEW TO PROMOTING COOPERATION BETWEEN THE PARTIES IN COUNTERING THE PROLIFERATION OF WEAPONS OF MASS DESTRUCTION, AND TECHNOLOGY, MATERIALS, AND EXPERTISE RELATED TO SUCH WEAPONS;

UNDERSTANDING THAT COOPERATION UNDER THIS AGREEMENT EXTENDS TO RADIOACTIVE MATERIALS (INCLUDING, BUT NOT LIMITED TO RADIOACTIVE SOURCES) SUITABLE FOR USE IN RADIOLOGICAL DISPERSAL DEVICES,

HAVE AGREED AS FOLLOWS:

ARTICLE I

THE PURPOSE OF THIS AGREEMENT IS TO FACILITATE COOPERATION BETWEEN THE PARTIES IN ACHIEVING THE FOLLOWING OBJECTIVES:

(A) COUNTERING THE PROLIFERATION OF WEAPONS OF MASS DESTRUCTION AS WELL AS RELATED TECHNOLOGY, MATERIALS AND EXPERTISE INTO AND FROM THE REPUBLIC OF BULGARIA;

(B) PREVENTING THE UNAUTHORIZED TRANSFER, TRANSIT AND TRANSPORTATION, OF NUCLEAR, BIOLOGICAL, CHEMICAL OR RADIOLOGICAL WEAPONS AND RELATED TECHNOLOGY AND EXPERTISE INTO OR THROUGH THE REPUBLIC OF BULGARIA; AND ANY UNAUTHORIZED TRANSFER, TRANSIT AND TRANSPORTATION, OF WEAPON-USABLE BIOLOGICAL, CHEMICAL, AND NUCLEAR MATERIALS, INCLUDING, BUT NOT LIMITED TO, RADIOACTIVE SOURCES SUITABLE FOR USE IN RADIOLOGICAL DISPERSAL DEVICES;

(C) SUCH OTHER OBJECTIVES AS ARE MUTUALLY AGREED TO IN WRITING BY THE PARTIES.

ARTICLE II

1. EACH PARTY HEREBY DESIGNATES AN EXECUTIVE AGENT RESPONSIBLE FOR THE COORDINATION AND FACILITATION OF COOPERATIVE ACTIVITIES UNDER THIS AGREEMENT:

FOR THE BULGARIAN PARTY: THE MINISTRY OF INTERIOR (MOI),
UNLESS THE BULGARIAN PARTY OTHERWISE NOTIFIES THE U.S. PARTY.

FOR THE U.S. PARTY: THE U.S. DEPARTMENT OF DEFENSE (DOD),
UNLESS THE U.S. PARTY OTHERWISE NOTIFIES THE BULGARIAN PARTY.

2. EACH PARTY MAY DESIGNATE ADDITIONAL EXECUTIVE AGENTS TO THIS AGREEMENT VIA WRITTEN NOTIFICATION TO THE OTHER PARTY.

3. THE PARTIES OR THEIR EXECUTIVE AGENTS DESIGNATED PURSUANT TO THIS AGREEMENT MAY ENTER INTO IMPLEMENTING AGREEMENTS OR ARRANGEMENTS AS APPROPRIATE TO ACCOMPLISH THE OBJECTIVES SET FORTH IN ARTICLE I OF THIS AGREEMENT.

4. EACH PARTY OR EXECUTIVE AGENT MAY DESIGNATE RESPONSIBILITIES FOR IMPLEMENTING THIS AGREEMENT OR ITS IMPLEMENTING AGREEMENTS OR ARRANGEMENTS, INCLUDING THE CONCLUSION OF SUCH AGREEMENTS OR ARRANGEMENTS, TO AN AGENCY OF ITS RESPECTIVE GOVERNMENT THROUGH WRITTEN NOTIFICATION TO THE OTHER PARTY OR ITS EXECUTIVE AGENT.

5. IN CASE OF ANY INCONSISTENCY BETWEEN THIS AGREEMENT AND ANY IMPLEMENTING AGREEMENTS OR ARRANGEMENTS, THE PROVISIONS OF THIS AGREEMENT SHALL PREVAIL.

6. THE EXECUTIVE AGENTS SHALL DISCUSS AND REVIEW, ON A REGULAR BASIS, THE IMPLEMENTATION OF THIS AGREEMENT.

ARTICLE III

1. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR IN AN IMPLEMENTING AGREEMENT OR ARRANGEMENT, THE TERMS OF THIS AGREEMENT SHALL APPLY TO ALL EQUIPMENT, SUPPLIES, MATERIAL OR OTHER GOODS, TECHNOLOGY, TRAINING OR SERVICES PROVIDED IN ACCORDANCE WITH THIS AGREEMENT OR IMPLEMENTING AGREEMENTS OR ARRANGEMENTS, AND TO ALL RELATED ACTIVITIES AND PERSONNEL. ALL EQUIPMENT, SUPPLIES, MATERIAL OR OTHER GOODS, TECHNOLOGY, TRAINING OR SERVICES PROVIDED BY THE U.S. PARTY IN ACCORDANCE WITH THIS AGREEMENT SHALL BE USED EXCLUSIVELY FOR THE PURPOSES FOR WHICH THEY ARE PROVIDED.

2. THE EQUIPMENT, SUPPLIES, MATERIALS OR OTHER GOODS AND TECHNOLOGY WHICH ARE TO BE PROVIDED SHALL BE MUTUALLY AGREED UPON AT LEAST ONE MONTH IN ADVANCE BETWEEN THE PARTIES.

3. NUCLEAR MATERIALS ARE NOT SUBJECT TO THIS AGREEMENT OR IMPLEMENTING AGREEMENTS OR ARRANGEMENTS

ARTICLE IV

COOPERATION, ASSISTANCE, OR OTHER SUPPORT PROVIDED PURSUANT TO THIS AGREEMENT SHALL BE SUBJECT TO THE AVAILABILITY OF PERSONNEL AND APPROPRIATED FUNDS AND SHALL BE IN ACCORDANCE WITH THE CONTRIBUTING PARTY'S LAWS AND REGULATIONS.

ARTICLE V

1. BULGARIA SHALL TAKE ALL APPROPRIATE MEASURES TO FACILITATE THE ENTRY, EXIT AND CLEARANCE OF MATERIALS AND PERSONNEL OF THE U.S. PARTY AND CONTRACTOR PERSONNEL FOR THE PURPOSE OF CARRYING OUT ACTIVITIES IN ACCORDANCE WITH THIS AGREEMENT.

2. AIRCRAFT AND VESSELS, OTHER THAN COMMERCIAL AIRCRAFT AND VESSELS USED BY THE U.S. PARTY IN CONNECTION WITH ACTIVITIES PURSUANT TO THIS AGREEMENT IN THE TERRITORY OF THE REPUBLIC OF BULGARIA SHALL BE NOT SUBJECT TO PAYMENT OF CUSTOMS CHARGES, OVERFLIGHT, NAVIGATION, LANDING, PARKING, PILOTAGE OR PORT FEES, OR ANY SIMILAR CHARGES. AIRCRAFT AND VESSELS OF THE GOVERNMENT OF THE UNITED STATES SHALL BE FREE FROM CUSTOMS INSPECTIONS AND BOARDING FOR ANY OTHER PURPOSE WITHOUT THE CONSENT OF THE UNITED STATES AUTHORITIES.

3. IF AN AIRCRAFT OTHER THAN A REGULARLY SCHEDULED COMMERCIAL AIRCRAFT IS USED BY THE U.S. PARTY FOR TRANSPORTATION TO THE REPUBLIC OF BULGARIA, ITS FLIGHT PLAN SHALL BE FILED IN ACCORDANCE WITH THE PROCEDURES OF THE INTERNATIONAL CIVIL AVIATION ORGANIZATION (ICAO) APPLICABLE TO CIVIL AIRCRAFT, INCLUDING, IN THE REMARKS SECTION OF THE FLIGHT PLAN, A CONFIRMATION THAT THE APPROPRIATE CLEARANCE HAS BEEN OBTAINED. THE PARTIES SHALL MUTUALLY AGREE ON THE AIRPORT OF DELIVERY AT LEAST ONE WEEK PRIOR TO THE RESPECTIVE FLIGHT. THE BULGARIAN PARTY SHALL PROVIDE, AT NO EXPENSE TO THE U.S. PARTY, PARKING, AND SECURITY PROTECTION FOR AIRCRAFT OF THE U.S. PARTY IN CONNECTION WITH THIS AGREEMENT.

ARTICLE VI

1. THE GOVERNMENT OF THE UNITED STATES OF AMERICA, ITS

PERSONNEL AND CONTRACTOR PERSONNEL SHALL NOT BE LIABLE TO PAY ANY TAX OR SIMILAR CHARGES ASSESSED BY THE GOVERNMENT OF THE REPUBLIC OF BULGARIA OR ANY OF ITS INSTRUMENTALITIES OR SUBDIVISIONS FOR OFFICIAL NEEDS IN CONNECTION WITH ACTIVITIES UNDERTAKEN IN ACCORDANCE WITH THIS AGREEMENT.

2. THE GOVERNMENT OF THE UNITED STATES OF AMERICA, ITS PERSONNEL AND CONTRACTOR PERSONNEL ENTITLED TO IMPLEMENT THIS AGREEMENT MAY IMPORT INTO BULGARIA FOR OFFICIAL NEEDS MATERIALS, TECHNOLOGY, TRAINING OR SERVICES REQUIRED TO IMPLEMENT THIS AGREEMENT. SUCH IMPORTATION OF ARTICLES OR SERVICES SHALL BE SUBJECT TO ACCELERATED CUSTOMS INSPECTIONS, AND SHALL BE EXEMPT FROM ANY CUSTOMS, DUTIES, TAXES OR ANY OTHER CHARGES BY THE GOVERNMENT OF THE REPUBLIC OF BULGARIA. IF ANY LICENCE AND/OR PERMIT IS NECESSARY FOR THE IMPORT OR EXPORT OF EQUIPMENT, SUPPLIES, MATERIALS, TECHNOLOGY, TRAINING OR SERVICES UNDER THIS AGREEMENT, THE APPROPRIATE EXECUTIVE AGENT FOR THE GOVERNMENT OF BULGARIA SHALL BE RESPONSIBLE FOR OBTAINING AND PROVIDING THE NECESSARY LICENSE IN AN EXPEDITIOUS MANNER.

3. PRIVILEGES AS PER PARAGRAPHS 1 AND 2 SHALL NOT BE GRANTED TO BULGARIAN CITIZENS, PERMANENT RESIDENTS IN THE REPUBLIC OF BULGARIA AND LOCAL LEGAL ENTITIES. THE PARTIES TO THE AGREEMENT AGREE THAT TAXES, CUSTOMS DUTIES OR OTHER SIMILAR STATE CHARGES RELATED TO THE IMPLEMENTATION OF THE ACTIVITIES PURSUANT TO THIS AGREEMENT SHALL NOT BE PAID WITH FUNDS PROVIDED UNDER THIS AGREEMENT. IF THE NEED FOR SUCH PAYMENTS WERE TO ARISE, THEN THEY WILL BE COVERED BY AND IN THE NAME OF THE RESPECTIVE BULGARIAN GOVERNMENT INSTITUTIONS. IF TAXES, CUSTOMS DUTIES OR SIMILAR CHARGES WERE TO BE PAID WITH FUNDS PROVIDED UNDER THIS AGREEMENT, THEN THESE EXPENSES WILL BE REIMBURSED TO THE U.S. PARTY BY THE RESPECTIVE BULGARIAN GOVERNMENT INSTITUTIONS.

4. IMPORTATION OF ARTICLES IN CONNECTION WITH ACTIVITIES UNDER THIS AGREEMENT, SHALL BE SUBJECT TO ACCELERATED CUSTOMS INSPECTIONS, GIVEN THAT THE U.S. PARTY ONE MONTH PRIOR TO THE DELIVERY SUBMITS FULL TECHNICAL SPECIFICATION OF THE EQUIPMENT, MATERIALS, GOODS AND SERVICES.

ARTICLE VII

IN THE EVENT THAT THE UNITED STATES AWARDS CONTRACTS FOR THE ACQUISITION OF ARTICLES AND SERVICES, INCLUDING CONSTRUCTION, SUCH CONTRACTS WILL BE AWARDED IN ACCORDANCE WITH THE LAWS AND REGULATIONS OF THE UNITED STATES OF AMERICA. THE UNITED STATES GOVERNMENT MAY PROCURE ARTICLES OR SERVICES FROM ANY SOURCE; HOWEVER, IT SHALL UTILIZE LOCAL BULGARIAN PHYSICAL PERSONS AND LEGAL ENTITIES AS SUPPLIERS OF ARTICLES AND SERVICES TO THE

EXTENT FEASIBLE FOR THE PERFORMANCE OF ACTIVITIES UNDER THIS AGREEMENT WHEN THE BIDS THEREFORE ARE, IN THE SOLE DISCRETION OF THE U.S. PARTY, COMPETITIVE AND CONSTITUTE THE BEST VALUE. ACQUISITION OF ARTICLES AND SERVICES IN THE TERRITORY OF THE BULGARIAN PARTY BY OR ON BEHALF OF THE U.S. PARTY IN IMPLEMENTING THIS AGREEMENT SHALL NOT BE SUBJECT TO ANY TAXES, CUSTOMS DUTIES OR SIMILAR CHARGES ASSESSED BY THE BULGARIAN PARTY OR ANY OF ITS INSTRUMENTALITIES OR SUBDIVISIONS.

ARTICLE VIII

EQUIPMENT, SUPPLIES, MATERIAL OR OTHER GOODS, TECHNOLOGY, TRAINING OR SERVICES PROVIDED IN ACCORDANCE WITH THIS AGREEMENT OR IMPLEMENTING AGREEMENTS OR ARRANGEMENTS SHALL NOT BE DELIVERED, PLACED, INSTALLED, OPERATED, USED OR STORED IN THE AGREED FACILITIES AND AREAS UNDER THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF BULGARIA AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA ON DEFENCE COOPERATION, SIGNED ON 28 OF APRIL 2006 AND ITS IMPLEMENTING AGREEMENTS AND ARRANGEMENTS.

ARTICLE IX

MILITARY PERSONNEL AND CIVILIAN EMPLOYEES OF THE U.S. PARTY, EXCEPT NATIONALS OR PERMANENT RESIDENTS OF THE REPUBLIC OF BULGARIA, WHO ARE ATTACHED TO THE DIPLOMATIC MISSION OF THE UNITED STATES TO PERFORM WORK IN CONNECTION WITH THIS AGREEMENT OR IMPLEMENTING AGREEMENTS AND ARRANGEMENTS AND WHO ARE NOT ACCORDED DIPLOMATIC STATUS SHALL ENJOY, AFTER OFFICIAL NOTIFICATION TO THE MINISTRY OF FOREIGN AFFAIRS OF THE REPUBLIC OF BULGARIA BY THE U.S. PARTY, A STATUS EQUIVALENT TO THAT ACCORDED TO ADMINISTRATIVE AND TECHNICAL STAFF PERSONNEL IN ACCORDANCE WITH THE VIENNA CONVENTION ON DIPLOMATIC RELATIONS OF APRIL 18, 1961.

ARTICLE X

1. WITH RESPECT TO ALL LEGAL PROCEEDINGS AND CLAIMS, OTHER THAN CONTRACTUAL CLAIMS, THE BULGARIAN PARTY SHALL HOLD HARMLESS AND INDEMNIFY THE U.S. PARTY AND ITS PERSONNEL, CONTRACTORS, SUBCONTRACTORS, AS WELL AS CONTRACTOR AND SUBCONTRACTOR PERSONNEL, FOR DAMAGE TO PROPERTY, OR DEATH, OR INJURY TO ANY PERSONS IN THE TERRITORY OF THE BULGARIAN PARTY, ARISING OUT OF ACTIVITIES UNDER THIS AGREEMENT. PURSUANT TO THIS AGREEMENT, THE U.S. PARTY PLANS, TO THE MAXIMUM EXTENT FEASIBLE, TO AVOID ACTIVITIES IN THE TERRITORY OF BULGARIAN PARTY THAT MIGHT GIVE RISE TO DAMAGE TO OR LOSS OF PROPERTY, OR DEATH OR INJURY TO PERSONS.

2. THE PROVISIONS OF THIS ARTICLE SHALL NOT PREVENT THE PARTIES FROM PROVIDING COMPENSATION IN ACCORDANCE WITH THEIR NATIONAL LAWS.

3. NOTHING IN THIS ARTICLE SHALL BE CONSTRUED TO PREVENT LEGAL PROCEEDINGS OR CLAIMS AGAINST BULGARIAN NATIONALS OR PERSONS ORDINARILY RESIDENT IN THE TERRITORY OF THE BULGARIAN PARTY.

ARTICLE XI

THE U.S. PARTY WILL TRANSFER TITLE TO THE BULGARIAN PARTY FOR EQUIPMENT, SUPPLIES, MATERIAL OR OTHER GOODS PROVIDED BY THE U.S. PARTY PURSUANT TO THIS AGREEMENT UPON MUTUAL WRITTEN CONSENT OF BOTH PARTIES. UNLESS THE WRITTEN CONSENT OF THE U.S. PARTY OR ITS EXECUTIVE AGENT HAS FIRST BEEN OBTAINED, THE BULGARIAN PARTY OR ITS EXECUTIVE AGENT SHALL NOT TRANSFER TITLE TO OR POSSESSION OF, ANY EQUIPMENT, SUPPLIES, MATERIAL OR OTHER GOODS, TECHNOLOGY, TRAINING, OR SERVICES PROVIDED BY THE U.S. PARTY OR ITS EXECUTIVE AGENT PURSUANT TO THIS AGREEMENT TO ANY PERSON OR ENTITY, OTHER THAN AN OFFICER, EMPLOYEE, OR AGENT OF A PARTY TO THIS AGREEMENT AND SHALL NOT PERMIT THE USE OF SUCH EQUIPMENT, SUPPLIES, MATERIAL OR OTHER GOODS, TECHNOLOGY, TRAINING OR SERVICES FOR PURPOSES OTHER THAN THOSE FOR WHICH THEY HAVE BEEN FURNISHED. THE BULGARIAN PARTY SHALL TAKE ALL REASONABLE MEASURES WITHIN ITS POWER TO ENSURE THE SECURITY OF EQUIPMENT, SUPPLIES, MATERIAL OR OTHER GOODS, TECHNOLOGY, TRAINING OR SERVICES PROVIDED BY THE U.S. PARTY PURSUANT TO THIS AGREEMENT AND SHALL PROTECT THEM AGAINST SEIZURE OR MISUSE.

ARTICLE XII

UPON WRITTEN REQUEST THIRTY DAYS IN ADVANCE, REPRESENTATIVES OF THE U.S. PARTY SHALL HAVE THE RIGHT, DURING THE PERIOD OF THIS AGREEMENT AND FOR THREE YEARS THEREAFTER, TO AUDIT AND EXAMINE THE USE OF ANY EQUIPMENT, SUPPLIES, MATERIAL OR OTHER GOODS, TECHNOLOGY, TRAINING, OR SERVICES PROVIDED IN ACCORDANCE WITH THIS AGREEMENT, AT SITES OF THEIR LOCATION OR USE, AND SHALL HAVE THE RIGHT TO AUDIT AND EXAMINE ALL RECORDS OR DOCUMENTATION RELATED TO THE USE OF EQUIPMENT, SUPPLIES, MATERIAL OR OTHER GOODS, TECHNOLOGY, TRAINING, OR SERVICES PROVIDED BY THE U.S. PARTY OR ITS EXECUTIVE AGENT IN ACCORDANCE WITH THIS AGREEMENT. THE BULGARIAN PARTY SHALL TAKE ALL NECESSARY STEPS TO FACILITATE THE INSPECTIONS AND AUDITS UNDERTAKEN IN ACCORDANCE WITH THIS ARTICLE.

ARTICLE XIII

ANY DISPUTE BETWEEN THE PARTIES REGARDING THE INTERPRETATION OR IMPLEMENTATION OF THIS AGREEMENT SHALL BE RESOLVED EXCLUSIVELY BY CONSULTATIONS THROUGH THE DIPLOMATIC CHANNELS.

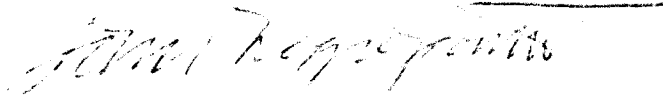
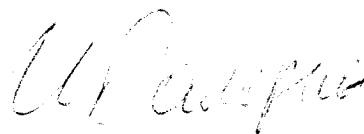
ARTICLE XIV

THIS AGREEMENT SHALL ENTER INTO FORCE UPON EXCHANGE OF DIPLOMATIC NOTES BY EACH PARTY CONFIRMING THE COMPLETION BY EACH PARTY OF ALL APPLICABLE PROCEDURES REQUIRED FOR THE ENTRY INTO FORCE OF THIS AGREEMENT. THIS AGREEMENT MAY BE AMENDED BY THE WRITTEN AGREEMENT OF THE PARTIES AND MAY BE TERMINATED BY EITHER PARTY UPON TWELVE MONTHS WRITTEN NOTIFICATION TO THE OTHER PARTY OF ITS INTENTION TO DO SO. NOTWITHSTANDING THE TERMINATION OF THIS AGREEMENT OR THE IMPLEMENTING AGREEMENTS OR ARRANGEMENTS, THE OBLIGATIONS OF THE BULGARIAN PARTY IN ACCORDANCE WITH ARTICLES VIII, IX AND X OF THIS AGREEMENT SHALL CONTINUE TO APPLY WITHOUT RESPECT TO TIME, UNLESS OTHERWISE AGREED IN WRITING BY THE PARTIES. NOTWITHSTANDING THE TERMINATION OF THIS AGREEMENT OR THE IMPLEMENTING AGREEMENTS OR ARRANGEMENTS, THE RIGHTS OF THE U.S. PARTY UNDER ARTICLE XI SHALL CONTINUE TO APPLY IN ACCORDANCE WITH THE TERMS OF THAT ARTICLE.

DONE AT WASHINGTON THIS SEVENTEENTH DAY OF JUNE, 2008, IN DUPLICATE, IN THE ENGLISH AND BULGARIAN LANGUAGES, EACH TEXT BEING EQUALLY AUTHENTIC.

FOR THE GOVERNMENT OF
THE UNITED STATES OF AMERICA:

FOR THE GOVERNMENT OF
THE REPUBLIC OF BULGARIA:

A handwritten signature in dark ink, appearing to read "John H. Garvey", written over a horizontal line.A handwritten signature in dark ink, appearing to read "V. V. Vassilev", written over a horizontal line.